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SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA

CITY OF SAN JOSE; PEOPLE OF THE  
STATE OF CALIFORNIA; GINDIN-R&B  
COMPANY

Plaintiff,

vs.

MARTIN & ROSANNA ALVAREZ, et al.

Defendants.

NO. 1-96-CV 759667

**DECLARATION OF KELLY ARONICA  
IN SUPPORT OF PLAINTIFF'S  
MOTION TO MODIFY THE  
PERMANENT INJUNCTION AND  
FINAL JUDGMENT PURSUANT TO  
STIPULATION FILED ON APRIL 11,  
1997**

**Date: January 29, 2010  
Time: 9:00 a.m.  
Dept: 5  
Judge: Hon. Mary Jo Levinger**

I, KELLY ARONICA, declare as follows:

1. I am employed as a real estate agent and property manager by REALTY  
WORLD SANTA CLARA VALLEY (hereinafter "REALTY WORLD SCV") located at 3993

1 Stevens Creek Boulevard, Santa Clara, California 95051. REALTY WORLD SCV provides  
2 both real estate services and professional property management services to the general  
3 public. I am a licensed real estate agent, and I have personally participated in the real estate  
4 and/or property management professions for over nineteen (19) years.

5 2. On October 23, 2008, REALTY WORLD SCV was approved by the Santa Clara  
6 County Superior Court to provide professional property management for real properties  
7 located in the Santee Neighborhood. A copy of the Court's Order is attached as Exhibit A.

8 3. There are ninety-four (94) fourplexes in the area commonly known as the  
9 Santee Neighborhood. Sixty (60) fourplexes are controlled by a Permanent Injunction and  
10 Final Judgment Pursuant to Stipulation (hereinafter "Permanent Injunction") filed on April 11,  
11 1997. The remaining thirty-four (34) fourplexes are controlled by Permanent Injunctions filed  
12 in September, 1996. REALTY WORLD SCV currently manages nine (9) of the total  
13 fourplexes, two (2) of which are controlled by the Permanent Injunction filed on April 11,  
14 1997, a copy of which is attached as Exhibit A to the Plaintiff's Request for Judicial Notice  
15 filed herewith.

16 4. Court-approved, professional property managers are third parties who interface  
17 with tenants and property owners to meet the needs of both without favoring one over the  
18 other. Property Managers are charged with the following responsibilities which are set forth  
19 in Paragraph 20 of the Permanent Injunction:

- 20 A. Conduct daily visual inspections of the common areas of the subject  
21 property to ensure decent, safe and sanitary living conditions;
- 22 B. Conduct visual inspections of the interior portions of each of the rental  
23 units at least once every six (6) months to ensure decent, safe, and  
24 sanitary living conditions.
- 25 C. Notify the undersigned Defendants of all needed repairs and  
26 improvements to the subject property, in writing, within twenty-four (24)  
27 hours;
- 28 D. Remove all trash and debris from the common areas of the subject  
property on a daily basis;
- E. Take all reasonable necessary steps to ensure that the tenants and

visitors at the subject property refrain from conducting any illegal drug related activity or engaging in any other illegal activity at and around the subject property, and otherwise ensure conformity with the provisions of this Permanent Injunction and Final Judgment Pursuant to Stipulation;

F. Take all reasonable necessary steps to ensure that the tenants comply with the terms of the written Rental Agreement and the written "Rules of Conduct;"

G. Report to the undersigned Defendants, in writing, any and all violations of the written Rental Agreement, the written tenant "Rules of Conduct," and the terms and conditions of this Permanent Injunction and Final Judgment Pursuant to Stipulation, within twenty-four (24) hours;

H. Report to the undersigned Defendants, in writing, and to the San Jose Police Department, any and all suspected violations of law by any persons at the subject property;

I. Take no action that would violate the provisions of this Permanent Injunction and Final Judgment Pursuant to Stipulation;

J. Attend the monthly "Neighborhood Association Meeting" sponsored by "Project Crackdown;"

K. Perform all of the other duties required of the property manager by the property owner;

L. Document and report to the undersigned Defendants problems in the fourplex units that come to the attention of the property manager;

M. Provide quarterly status reports to the Court-appointed Monitor, which quarterly reports will be made available to Plaintiffs by the Court-appointed Monitor upon request.

5. In addition, Paragraph 17 of the Permanent Injunction requires that tenants be provided with written "Rules of Conduct," and that all adult tenants over the age of eighteen (18) sign a copy of the "Rules of Conduct," at the time that the written rental agreement is executed. The "Rules of Conduct" require the tenants to conform to the following standards:

A. Comply with all of the terms and conditions of the written rental

1 agreement;

- 2 B. Limit the persons who are residing at the residential units to the persons  
3 who are identified and approved for tenancy, and conform with all  
4 applicable State and local occupancy standards;  
5 C. Comply with all applicable parking provisions and refrain from storing  
6 inoperable vehicles;  
7 D. Properly dispose of garbage, in designated trash receptacles;  
8 E. Separate and deposit recyclable materials in designated recycling r  
9 receptacles;  
10 F. Refrain from littering;  
11 G. Use appliances and fixtures in the residential units in a safe and proper  
12 manner.  
13 H. Refrain from storing any personal belongings in an unsafe manner on  
14 any of the exterior portions of the residential premises;  
15 I. Refrain from creating unreasonably loud noise;  
16 J. Refrain from drinking alcoholic beverages in the common areas,  
17 including the carports and driveways; and on the adjacent sidewalk area;  
18 K. Ensure that the tenant's visitors conduct themselves in conformity with  
19 the tenant "Rules of Conduct."

20 6. REALTY WORLD SCV has developed the following forms, attached hereto as  
21 Exhibits B through F, to meet and/or monitor the requirements of the Permanent Injunction:

- 22 A. Application to Rent/Screening Fee (Exhibit B)  
23 B. Month-to-Month Tenancy Rental Agreement, with  
24 Tenant Rules of Conduct (Exhibit C);  
25 C. Parking Rules and Regulations (Exhibit D);  
26 D. Santee Tenant Information (Exhibit E);  
27 E. Rental Rights and Referrals Information (Exhibit F).

28 7. The requirements for court-approved, professional property management and  
for professional security, as set forth in Paragraphs 11 and 26, respectively, of the  
Permanent Injunction, are largely responsible for the Santee Neighborhood becoming a safer

1 living environment for tenants and to better the community overall. Property Managers  
2 review the security company's daily activity reports and identify the fourplexes where drug  
3 and/or gang activity are taking place. Property Managers then take the necessary steps to  
4 evict problem tenants. Through proper tenant screening, property managers keep problem  
5 tenants from relocating within the neighborhood to continue their unlawful activities.

6 8. My office works closely with the other court-approved, professional property  
7 manager, Alice Ogasawara of Realty World Premier Properties. We share ideas and  
8 suggestions to improve the quality of life in the Santee Neighborhood. The Permanent  
9 Injunction is also an important tool for property managers to use in enforcing the necessary  
10 standards to keep the community safe for the tenants and to ensure that the property is well-  
11 maintained, which is a benefit to the property owners. I also work closely with all of those  
12 involved in enforcing the permanent injunction and communicate with these individuals  
13 regularly, including Admiral Security, the City Attorney's Office, the Home Owner's  
14 Association, the Santee Action Center, Code Enforcement, and Green Team. I also discuss  
15 issues with tenants and property owners.

16 9. I regularly attend several recurring meetings such as the monthly property  
17 managers meeting at the Santee Action Center, additional security meetings held in the  
18 neighborhood, tenants' meetings when property management issues are discussed, and  
19 monthly meetings requested by the City Attorney to discuss neighborhood issues.

20 10. In my opinion, court-approved professional property management services are  
21 needed to promote habitable living conditions, safety, and protection for the residents and  
22 property owners in the Santee Neighborhood. Without the daily presence of property  
23 management, tenant overcrowding will increase; tenant screening would not exist; evictions  
24 of tenants who commit crimes and nuisances would be non-existent; and upkeep and repairs  
25 of the properties, landscaping, and buildings would be less, including fire extinguisher and

26 ///

27 ///

28 ///

///

///

1 smoke detector maintenance.

2 I declare under penalty of perjury under the laws of the State of California that the  
3 foregoing is true and correct. As to those matters alleged on information and belief, I am  
4 informed and believe them to be true and correct. This declaration was executed on  
5 December 20, 2009, at San Jose, California.

6   
7 Kelly Aronica

# EXHIBIT A

1 RICHARD DOYLE, City Attorney (#88625)  
2 GEORGE RIOS, Assistant City Attorney (#77908)  
3 DAISY M. NISHIGAYA, Deputy City Attorney (#186614)  
4 Office of the City Attorney  
200 E. Santa Clara Street – 16<sup>th</sup> Floor  
San Jose, California 95113  
Telephone: (408) 535-1900

5 Attorneys for Plaintiffs CITY OF SAN JOSE and  
6 PEOPLE OF THE STATE OF CALIFORNIA

ENDORSED

2000 OCT 23 A 9:21

By \_\_\_\_\_  
D. Wendel

8 SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA CLARA

9  
10 CITY OF SAN JOSE; PEOPLE OF THE  
11 STATE OF CALIFORNIA; GINDIN-R&B  
12 COMPANY

13 Plaintiff,

14 vs.

15 MARTIN & ROSANNA ALVAREZ, et al.

16 Defendants.

NO. 1-96-CV-759667

STIPULATED ORDER ALLOWING  
ROBERT M. ZUVELA, DBA, REALTY  
WORLD SANTA CLARA VALLEY TO  
PROVIDE PROFESSIONAL  
PROPERTY MANAGEMENT FOR  
REAL PROPERTIES IN THE SANTEE  
NEIGHBORHOOD

17  
18 DEPT: 5  
JUDGE: Hon. Mary Jo Levinger

19  
20 IT IS HEREBY STIPULATED by the Plaintiff, CITY OF SAN JOSE and the PEOPLE  
21 OF THE STATE OF CALIFORNIA, by and through Richard Doyle, City Attorney for the city of  
22 San Jose (hereinafter "City"), and ROBERT M. ZUVELA, doing business as, REALTY  
23 WORLD SANTA CLARA VALLEY (hereinafter "REALTY WORLD SCV"), and it appearing to  
24 the Court that the parties have consented to the entry of this Stipulated Order allowing  
25 REALTY WORLD SCV to provide professional property management for real properties,  
26 located in the area commonly known as the Santee Neighborhood (hereinafter "Subject  
27  
28



1 Properties") that are under the Permanent Injunction and Final Judgment Pursuant to  
2 Stipulation filed on September 10, 1996, and the Permanent Injunction and Final Judgment  
3 Pursuant to Stipulation filed on April 11, 1997, (hereinafter "Permanent Injunctions"), and  
4 good cause appearing therefor,

5 **IT IS ORDERED, ADJUDGED AND DECREED THAT:**

- 6 1. REALTY WORLD SCV is hereby approved to provide professional property  
7 management for the Subject Properties in the Santee Neighborhood, conditioned  
8 upon, among other items, the ability of REALTY WORLD SCV to:
- 9 A. Comply with all applicable laws, ordinances, codes and regulations of the  
10 federal, state, and local governments including, but not limited to, maintaining  
11 at all times a valid broker's license in good standing with the State Department  
12 of Real Estate.
  - 13 B. Maintain a current membership in the Tri-County Apartment Association and/or  
14 National Association of Realtors.
  - 15 C. Advise the property owners of the Subject Properties of the steps required to  
16 maintain the Subject Properties in conformity with the terms and conditions of  
17 the Permanent Injunction.
  - 18 D. Provide the services set forth in the Proposal Management Proposal, attached  
19 hereto as Exhibit A, including but not limited to the following:
    - 20 (1) Daily visual inspections of the common areas to ensure decent, safe and  
21 sanitary living conditions;
    - 22 (2) Remove all trash and debris from the common areas on a daily basis;
    - 23 (3) Remove all large-items on a daily basis;
    - 24 (4) Remove graffiti within forty-eight (48) hours;
    - 25 (5) Inspect the interior of all units every six months to ensure decent, safe,  
26 and sanitary living conditions;

- (6) Collect rent from tenants;
- (7) Provide monthly financial statements to property owners;
- (8) Provide landscaping, irrigation, and fencing maintenance services on a minimum weekly basis and as needed;
- (9) Screen prospective tenants for rental history, credit history, and employment history;
- (10) Notify property owners, in writing, of all needed exterior and interior maintenance, repairs, and improvements to the Subject Properties within twenty-four (24) hours;
- (11) Take all reasonably necessary steps to ensure that the tenants and visitors at the Subject Properties refrain from conducting any illegal drug related activity or engage in any other illegal activity at and around the Subject Properties, and otherwise ensure conformity with the provisions of the Permanent Injunctions;
- (12) Take all reasonably necessary steps to ensure that the tenants comply with the terms of the written rental agreement and the written tenant rules of conduct; and
- (13) Report to property owners, in writing, and to the San Jose Police Department, any and all suspected violations of law by any persons at the Subject Properties.

E. Perform all of the other duties required by the Property Management Agreement.

F. Attend the monthly "Property Managers Meeting" at the Santee Neighborhood Action Center, 1535 Santee Drive, San Jose, CA 95122 (408-277-2982).

2. Each and all of the requirements for compliance with the terms and provisions of the Permanent Injunctions shall be continuing in nature. The provisions of the Permanent

1 Injunctions are applicable to the property owners, their partners, successors, and  
2 assigns; and to all persons, corporations, or other entities acting by, through, under or  
3 on behalf of the property owners; and to all persons, corporations, or other entities  
4 acting in concert with or participating with the property owners with actual or  
5 constructive knowledge of the Permanent Injunctions.

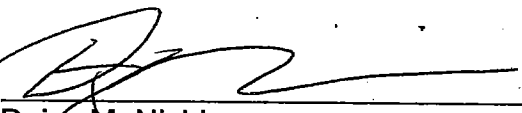
- 6 3. Failure by REALTY WORLD SCV to conform to any and all requirements set forth in  
7 the Court's Order may result in termination of Court's approval of REALTY WORLD  
8 SCV to manage real properties in the Santee Neighborhood, upon application by the  
9 City and a hearing before the Court.

10 **IT IS SO STIPULATED:**

11  
12 ROBERT M. ZUVELA, dba, REALTY  
WORLD SCV

13  
14 By   
Robert M. Zuvela, Owner

15  
16 CITY OF SAN JOSE

17  
18 By   
Daisy M. Nishigaya  
19 Deputy City Attorney

20 **IT IS SO ORDERED.**

21  
22 Dated: OCT 23 2008

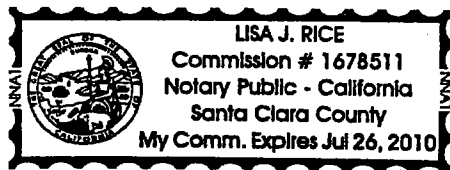
23 Mary Jo Levinger  
24 JUDGE OF THE SUPERIOR COURT

1 STATE OF CALIFORNIA )  
2 ) SS.  
3 COUNTY OF SANTA CLARA )  
4

5 On October 22, 2008, before me, LISA J. RICE, Notary Public, personally appeared  
6 **ROBERT M. ZUVELA**, who proved to me on the basis of satisfactory evidence to be the  
7 person whose name is subscribed to the within instrument and acknowledged to me that he  
8 executed the same in his authorized capacity, and that by his signature on the instrument the  
9 persons or the entities upon behalf of which the person acted, executed the instrument.

10 I certify under PENALTY OF PERJURY under the laws of the State of California that  
11 the foregoing paragraph is true and correct.

12 WITNESS my hand and official seal.  
13



18  
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28

*Lisa J. Rice*  
Notary Public

## Exhibit A

**September 2008**

**Realty World SVC**

**Strategic Action Plan For:  
Property Management of Santee Neighborhood**

**Mission Statement:**

At Realty World Santa Clara Valley, we have strong and genuine belief in the "customer for life" principle of doing business. It is what fuels this company and what has enabled us to grow for over 18 years.

**Executive Overview:**

It is Realty World SCV's intent to provide the best possible service in property management.

**The Strategic Action Plan in Detail:**

1. Realty World SCV will provide professional property management for the subject properties in the Santee Neighborhood, conditioned upon, among other items, the ability of Realty World SVC to:
  - A. Comply with all applicable laws, ordinances, codes and regulations of the federal, state, and local governments including, but not limited to, maintaining at all times a valid Brokers License in good standing with the State Department of Real Estate.
  - B. Maintain a current membership in the National Association of Realtors.
  - C. Advise subject property owners of the required steps to maintain conformity with the terms and conditions of the permanent injunction.
  - D. Provide services, including but not limited to the following:
    - (1) Collect rent from tenants.
    - (2) Conduct daily visual inspections of the common areas of the subject property to ensure decent, safe, and sanitary living conditions.
    - (3) Conduct visual interior inspections of each unit every six months.
    - (4) Notify property owners of any needed repairs and improvements to the subject properties in writing within twenty-four hours of discovery.

- (5) Remove all trash, debris, and large items from the common areas within twenty four hours.
- (6) Remove graffiti within forty eight hours.
- (7) Provide landscaping, irrigation, and fencing maintenance services on a minimum weekly basis as needed.
- (8) Screen Perspective tenants for rental history, credit history, and employment history.
- (9) Take all reasonable steps to ensure that the tenants and visitors refrain from conducting any illegal drug related activity or engage in any other illegal activity.
- (10) Take all reasonable steps to ensure that the tenants comply with the Rental Agreement and the "Rules of Conduct".
- (11) Report to the property owners, within twenty four hours, in writing, of any and all violations of the Rental Agreement, "Rules of Conduct", and the terms and conditions of this Permanent Injunction.
- (12) Report to the property owners and to the San Jose Police Department, in writing, any and all suspected violations of law by any persons at the subject property.
- (13) Document and Report any problems with the fourplex units that come to the attention of the property manager.
- (14) Provide quarterly status reports to appointed Monitor.
- (15) Monitor and work with appropriate government agencies in regards to tenant overcrowding as described by the Uniform Housing Code and the San Jose Municipal Code.
- (16) Monitor and enforce the parking policy and towing rules as set forth by the Rental Agreement, Permanent Injunction and any San Jose Municipal Codes.

**E. Attend the monthly Property Managers Meetings.**

2. Each and all of the requirements for compliance with the terms and provisions of the Permanent Injunctions shall be continuing in nature.

# **EXHIBIT B**





# APPLICATION TO RENT/SCREENING FEE

(C.A.R. Form LRA, Revised 4/03)

## I. APPLICATION TO RENT

THIS SECTION TO BE COMPLETED BY APPLICANT. A SEPARATE APPLICATION TO RENT IS REQUIRED FOR EACH OCCUPANT 18 YEARS OF AGE OR OVER, OR AN EMANICIPATED MINOR.

Applicant is completing Application as a (check one) ☐ tenant ☐ tenant with co-tenant(s) or ☐ guarantor/co-signor.

Total number of applicants \_\_\_\_\_

### PREMISES INFORMATION

Application to rent property at \_\_\_\_\_ ("Premises")  
Rent: \$ \_\_\_\_\_ per \_\_\_\_\_ Proposed move-in date \_\_\_\_\_

### PERSONAL INFORMATION

<b>FULL NAME OF APPLICANT</b> _____	
Social Security No. _____	Driver's license No. _____ State _____ Expires _____
Phone Number: Home _____	Work _____ Other _____
Email _____	
Name(s) of all other proposed occupant(s) and relationship to applicant _____	
Pet(s) or service animals (number and type) _____	
Auto: Make _____ Model _____ Year _____	License No. _____ State _____ Color _____
Other vehicle(s): _____	
In case of emergency, person to notify _____	Relationship _____
Address _____	Phone _____
Does applicant or any proposed occupant plan to use liquid-filled furniture? <input type="checkbox"/> No <input type="checkbox"/> Yes Type _____	
Has applicant been a party to an unlawful detainer action or filed bankruptcy within the last seven years? <input type="checkbox"/> No <input type="checkbox"/> Yes	
If yes, explain _____	
Has applicant or any proposed occupant ever been convicted of or pleaded no contest to a felony? <input type="checkbox"/> No <input type="checkbox"/> Yes	
If yes, explain _____	
Has applicant or any proposed occupant ever been asked to move out of a residence? <input type="checkbox"/> No <input type="checkbox"/> Yes	
If yes, explain _____	

### RESIDENCE HISTORY

Current address _____	Previous address _____
City/State/Zip _____	City/State/Zip _____
From _____ to _____	From _____ to _____
Name of Landlord/Manager _____	Name of Landlord/Manager _____
Landlord/Manager's phone _____	Landlord/Manager's phone _____
Do you own this property? <input type="checkbox"/> No <input type="checkbox"/> Yes	Did you own this property? <input type="checkbox"/> No <input type="checkbox"/> Yes
Reason for leaving current address _____	Reason for leaving this address _____

### EMPLOYMENT AND INCOME HISTORY

Current employer _____	Supervisor _____ From _____ To _____
Employer's address _____	Supervisor's phone _____
Position or title _____	Phone number to verify employment _____
Employment gross income \$ _____ per _____	Other \$ _____ per _____ Source _____
Previous employer _____	Supervisor _____ From _____ To _____
Employer's address _____	Supervisor's phone _____
Position or title _____	Employment gross income \$ _____ per _____

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LRA REVISED 4/03 (PAGE 1 OF 2)

Applicant's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



## APPLICATION TO RENT/SCREENING FEE (LRA PAGE 1 OF 2)

Agent: kelly Aronica Phone: (408)551-6800xt Fax: (408)551-6620 Prepared using WINForms® software  
Broker: Realty World Santa Clara Valley 3993 Stevens Creek Blvd , Santa Clara CA 95051

Property Address: \_\_\_\_\_ Date: \_\_\_\_\_

### CREDIT INFORMATION

Name of creditor	Account number	Monthly payment	Balance due

Name of bank/branch	Account number	Type of account	Account balance

### PERSONAL REFERENCES

Name _____	Address _____
Phone _____	Length of acquaintance _____ Occupation _____
Name _____	Address _____
Phone _____	Length of acquaintance _____ Occupation _____

### NEAREST RELATIVE(S)

Name _____	Address _____
Phone _____	Relationship _____
Name _____	Address _____
Phone _____	Relationship _____

Applicant understands and agrees: (i) this is an application to rent only and does not guarantee that applicant will be offered the Premises; and (ii) Landlord or Manager or Agent may accept more than one application for the Premises and, using their sole discretion, will select the best qualified applicant.

Applicant represents the above information to be true and complete, and hereby authorizes Landlord or Manager or Agent to: (i) verify the information provided; and (ii) obtain credit report on applicant.

If application is not fully completed, or received without the screening fee: (i) the application will not be processed, and (ii) the application and any screening fee will be returned.

Applicant \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

Return your completed application and any applicable fee not already paid to: \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

### II. SCREENING FEE

THIS SECTION TO BE COMPLETED BY LANDLORD, MANAGER OR AGENT.

Applicant has paid a **nonrefundable** screening fee of \$ \_\_\_\_\_, applied as follows: The screening fee may not exceed \$30.00 (adjusted annually from 1-1-98 commensurate with the increase in the Consumer Price Index.)

\$ \_\_\_\_\_ for credit reports prepared by \_\_\_\_\_;

\$ \_\_\_\_\_ for \_\_\_\_\_ (other out-of-pocket expenses); and

\$ \_\_\_\_\_ for processing.

The undersigned has read the foregoing and acknowledges receipt of a copy.

Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_

The undersigned has received the screening fee indicated above.

Landlord or Manager or Agent Signature \_\_\_\_\_ Date \_\_\_\_\_

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

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Published by the  
California Association of REALTORS®



Documentos con la Aplicacion para alquileros:

1. Identificacion con foto para todos los alquileros del apartamento
2. Pruebas de direccion corriente con documento de PG&E o otro dato
3. Ultimos 4 etiquetas de cheque y Wu's de 2008

1. Proof of Current address with statement from PG+E or other bill with your name.
2. W2's + Paystubs (last 4 current)
3. Bank Deposits (last 6 months) for self-employed
4. \$20 application fee.

# **EXHIBIT C**

## Exhibit C



**RESIDENTIAL LEASE OR  
MONTH-TO-MONTH RENTAL AGREEMENT**  
(C.A.R. Form LR, Revised 11/08)

Date \_\_\_\_\_ ("Landlord") and  
\_\_\_\_\_ ("Tenant") agree as follows:

**1. PROPERTY:**

- A. Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: \_\_\_\_\_ ("Premises").
- B. The Premises are for the sole use as a personal residence by the following named person(s) only: \_\_\_\_\_
- C. The following personal property, maintained pursuant to paragraph 11, is included: \_\_\_\_\_ or ☐ (if checked) the personal property on the attached addendum.

**2. TERM:** The term begins on (date) \_\_\_\_\_ ("Commencement Date"), (Check A or B):

- ☐ A. **Month-to-Month:** and continues as a month-to-month tenancy. Tenant may terminate the tenancy by giving written notice at least 30 days prior to the intended termination date. Landlord may terminate the tenancy by giving written notice as provided by law. Such notices may be given on any date.
- ☐ B. **Lease:** and shall terminate on (date) \_\_\_\_\_ at \_\_\_\_\_ ☐ AM/ ☐ PM. Tenant shall vacate the Premises upon termination of the Agreement, unless: (i) Landlord and Tenant have extended this agreement in writing or signed a new agreement; (ii) mandated by local rent control law; or (iii) Landlord accepts Rent from Tenant (other than past due Rent), in which case a month-to-month tenancy shall be created which either party may terminate as specified in paragraph 2A. Rent shall be at a rate agreed to by Landlord and Tenant, or as allowed by law. All other terms and conditions of this Agreement shall remain in full force and effect.

**3. RENT:** "Rent" shall mean all monetary obligations of Tenant to Landlord under the terms of the Agreement, except security deposit.

- A. Tenant agrees to pay \$ \_\_\_\_\_ per month for the term of the Agreement.
- B. Rent is payable in advance on the 1st (or ☐ \_\_\_\_\_) day of each calendar month, and is delinquent on the next day.
- C. If Commencement Date falls on any day other than the day Rent is payable under paragraph 3B, and Tenant has paid one full month's Rent in advance of Commencement Date, Rent for the second calendar month shall be prorated based on a 30-day period.
- D. **PAYMENT:** Rent shall be paid by ☐ personal check, ☐ money order, ☐ cashier's check, or ☐ other \_\_\_\_\_, to (name) \_\_\_\_\_ (phone) \_\_\_\_\_ at (address) \_\_\_\_\_, (or at any other location subsequently specified by Landlord in writing to Tenant) (and ☐ if checked, rent may be paid personally between the hours of \_\_\_\_\_ and \_\_\_\_\_ on the following days \_\_\_\_\_). If any payments is returned for non-sufficient funds ("NSF") or because tenant stops payment, then, after that: (i) Landlord may, in writing, require Tenant to pay Rent in cash for three months and (ii) all future Rent shall be paid by ☐ money order, or ☐ cashier's check.

**4. SECURITY DEPOSIT:**

- A. Tenant agrees to pay \$ \_\_\_\_\_ as a security deposit. Security deposit will be ☐ transferred to and held by the Owner of the Premises, or ☐ held in Owner's Broker's trust account.
- B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent (which includes Late Charges, NSF fees or other sums due); (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; (iii) clean Premises, if necessary, upon termination of the tenancy; and (iv) replace or return personal property or appurtenances. **SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT.** If all or any portion of the security deposit is used during the tenancy, Tenant agrees to reinstate the total security deposit within five days after written notice is delivered to Tenant. Within 21 days after Tenant vacates the Premises, Landlord shall: (1) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition and supporting documentation as required by California Civil Code § 1950.5(g); and (2) return any remaining portion of the security deposit to Tenant.
- C. **Security deposit will not be returned until all Tenants have vacated the Premises and all keys returned. Any security deposit returned by check shall be made out to all Tenants named on this Agreement, or as subsequently modified.**
- D. No interest will be paid on security deposit unless required by local law.
- E. If the security deposit is held by Owner, Tenant agrees not to hold Broker responsible for its return. If the security deposit is held in Owner's Broker's trust account, and Broker's authority is terminated before expiration of this Agreement, and security deposit is released to someone other than Tenant, then Broker shall notify Tenant, in writing, where and to whom security deposit has been released. Once Tenant has been provided such notice, Tenant agrees not to hold Broker responsible for the security deposit.

**5. MOVE-IN COSTS RECEIVED/DUE:** Move-in funds made payable to \_\_\_\_\_ shall be paid by ☐ personal check, ☐ money order, or ☐ cashier's check.

Category	Total Due	Payment Received	Balance Due	Date Due
Rent from _____ to _____ (date)				
*Security Deposit				
Other _____				
Other _____				
<b>Total</b>				

\*The maximum amount Landlord may receive as security deposit, however designated, cannot exceed two months' Rent for unfurnished premises, or three months' Rent for furnished premises.

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LR REVISED 11/08 (PAGE 1 OF 6)

Tenant's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Landlord's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



**RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (LR PAGE 1 OF 6)**

Agent: kelly Aronica Phone: (408)551-6800xt Fax: (408)551-6620 Prepared using WINForms® software  
Broker: Realty World Santa Clara Valley 3993 Stevens Creek Blvd , Santa Clara CA 95051

Premises: \_\_\_\_\_ Date: \_\_\_\_\_

**6. LATE CHARGE; RETURNED CHECKS:**

- A. Tenant acknowledges either late payment of Rent or issuance of a returned check may cause Landlord to incur costs and expenses, the exact amounts of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within 5 (or ☐ \_\_\_\_\_ ) calendar days after the date due, or if a check is returned, Tenant shall pay to Landlord, respectively, an additional sum of \$ \_\_\_\_\_ or \_\_\_\_\_ % of the Rent due as a Late Charge and \$25.00 as a NSF fee for the first returned check and \$35.00 as a NSF fee for each additional returned check, either or both of which shall be deemed additional Rent.
- B. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any Late Charge or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any Late Charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall not be deemed an extension of the date Rent is due under paragraph 3 or prevent Landlord from exercising any other rights and remedies under this Agreement and as provided by law.

**7. PARKING: (Check A or B)**

- ☐ A. Parking is permitted as follows: \_\_\_\_\_

The right to parking ☐ is ☐ is not included in the Rent charged pursuant to paragraph 3. If not included in the Rent, the parking rental fee shall be an additional \$ \_\_\_\_\_ per month. Parking space(s) are to be used for parking properly licensed and operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked on the Premises. Mechanical work or storage of inoperable vehicles is not permitted in parking space(s) or elsewhere on the Premises.

- OR ☐ B. Parking is not permitted on the Premises.

**8. STORAGE: (Check A or B)**

- ☐ A. Storage is permitted as follows: \_\_\_\_\_

The right to storage space ☐ is, ☐ is not, included in the Rent charged pursuant to paragraph 3. If not included in the Rent, storage space fee shall be an additional \$ \_\_\_\_\_ per month. Tenant shall store only personal property Tenant owns, and shall not store property claimed by another or in which another has any right, title or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, hazardous waste or other inherently dangerous material, or illegal substances.

- OR ☐ B. Storage is not permitted on the Premises.

**9. UTILITIES:** Tenant agrees to pay for all utilities and services, and the following charges: \_\_\_\_\_ except \_\_\_\_\_, which shall be paid for by Landlord. If any utilities are not separately metered,

Tenant shall pay Tenant's proportional share, as reasonably determined and directed by Landlord. If utilities are separately metered, Tenant shall place utilities in Tenant's name as of the Commencement Date. Landlord is only responsible for installing and maintaining one usable telephone jack and one telephone line to the Premises. Tenant shall pay any cost for conversion from existing utilities service provider.

**10. CONDITION OF PREMISES:** Tenant has examined Premises and, if any, all furniture, furnishings, appliances, landscaping and fixtures, including smoke detector(s).

(Check all that apply:)

- ☐ A. Tenant acknowledges these items are clean and in operable condition, with the following exceptions: \_\_\_\_\_

- ☐ B. Tenant's acknowledgment of the condition of these items is contained in an attached statement of condition (C.A.R. Form MIMO).

- ☐ C. Tenant will provide Landlord a list of items that are damaged or not in operable condition within 3 (or ☐ \_\_\_\_\_ ) days after Commencement Date, not as a contingency of this Agreement but rather as an acknowledgment of the condition of the Premises.

- ☐ D. Other: \_\_\_\_\_

**11. MAINTENANCE:**

- A. Tenant shall properly use, operate and safeguard Premises, including if applicable, any landscaping, furniture, furnishings and appliances, and all mechanical, electrical, gas and plumbing fixtures, and keep them and the Premises clean, sanitary and well ventilated. Tenant shall be responsible for checking and maintaining all smoke detectors and any additional phone lines beyond the one line and jack that Landlord shall provide and maintain. Tenant shall immediately notify Landlord, in writing, of any problem, malfunction or damage. Tenant shall be charged for all repairs or replacements caused by Tenant, pets, guests or licensees of Tenant, excluding ordinary wear and tear. Tenant shall be charged for all damage to Premises as a result of failure to report a problem in a timely manner. Tenant shall be charged for repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines.

- B. ☐ Landlord ☐ Tenant shall water the garden, landscaping, trees and shrubs, except: \_\_\_\_\_

- C. ☐ Landlord ☐ Tenant shall maintain the garden, landscaping, trees and shrubs, except: \_\_\_\_\_

- D. ☐ Landlord ☐ Tenant shall maintain \_\_\_\_\_

- E. Tenant's failure to maintain any item for which Tenant is responsible shall give Landlord the right to hire someone to perform such maintenance and charge Tenant to cover the cost of such maintenance.

- F. The following items of personal property are included in the Premises without warranty and Landlord will not maintain, repair or replace them: \_\_\_\_\_

Tenant's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Landlord's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



Premises: \_\_\_\_\_ Date: \_\_\_\_\_

12. **NEIGHBORHOOD CONDITIONS:** Tenant is advised to satisfy him or herself as to neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, crime statistics, proximity of registered felons or offenders, fire protection, other governmental services, availability, adequacy and cost of any wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, cemeteries, facilities and condition of common areas, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Tenant.

13. **PETS:** Unless otherwise provided in California Civil Code § 54.2, no animal or pet shall be kept on or about the Premises without Landlord's prior written consent, except: \_\_\_\_\_

14. ☐ (If checked) **NO SMOKING:** No smoking is allowed on the Premises. If smoking does occur on the Premises, (i) Tenant is responsible for all damage caused by the smoking including, but not limited to, stains, burns, odors and removal of debris; (ii) Tenant is in breach of this Agreement; (iii) Tenant, Authorized Guests, and all others may be required to leave the Premises; and (iv) Tenant acknowledges that in order to remove odor caused by smoking, Landlord may need to replace carpet and drapes and paint entire Premises regardless of when these items were last cleaned or replaced. Such actions and other necessary steps will impact the return of any security deposit.

15. **RULES/REGULATIONS:**

A. Tenant agrees to comply with all Landlord rules and regulations that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests and licensees of Tenant shall not, disturb, annoy, endanger or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing or transporting illicit drugs or other contraband, or violate any law or ordinance, or commit a waste or nuisance on or about the Premises.

B. (If applicable, check one)

☐ 1. Landlord shall provide Tenant with a copy of the rules and regulations within \_\_\_\_\_ days or \_\_\_\_\_

OR ☐ 2. Tenant has been provided with, and acknowledges receipt of, a copy of the rules and regulations.

16. ☐ (If checked) **CONDOMINIUM; PLANNED UNIT DEVELOPMENT:**

A. The Premises is a unit in a condominium, planned unit development, common interest subdivision or other development governed by a homeowners' association ("HOA"). The name of the HOA is \_\_\_\_\_. Tenant agrees to comply with all HOA covenants, conditions and restrictions, bylaws, rules and regulations and decisions. Landlord shall provide Tenant copies of rules and regulations, if any. Tenant shall reimburse Landlord for any fines or charges imposed by HOA or other authorities, due to any violation by Tenant, or the guests or licensees of Tenant.

B. (Check one)

☐ 1. Landlord shall provide Tenant with a copy of the HOA rules and regulations within \_\_\_\_\_ days or \_\_\_\_\_

OR ☐ 2. Tenant has been provided with, and acknowledges receipt of, a copy of the HOA rules and regulations.

17. **ALTERATIONS; REPAIRS:** Unless otherwise specified by law or paragraph 29C, without Landlord's prior written consent, (i) Tenant shall not make any repairs, alterations or improvements in or about the Premises including: painting, wallpapering, adding or changing locks, installing antenna or satellite dish(es), placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive materials; (ii) Landlord shall not be responsible for the costs of alterations or repairs made by Tenant; (iii) Tenant shall not deduct from Rent the costs of any repairs, alterations or improvements; and (iv) any deduction made by Tenant shall be considered unpaid Rent.

18. **KEYS; LOCKS:**

A. Tenant acknowledges receipt of (or Tenant will receive ☐ prior to the Commencement Date, or ☐ \_\_\_\_\_):

☐ \_\_\_\_\_ key(s) to Premises,

☐ \_\_\_\_\_ remote control device(s) for garage door/gate opener(s),

☐ \_\_\_\_\_ key(s) to mailbox,

☐ \_\_\_\_\_

☐ \_\_\_\_\_ key(s) to common area(s),

☐ \_\_\_\_\_

B. Tenant acknowledges that locks to the Premises ☐ have, ☐ have not, been re-keyed.

C. If Tenant re-keys existing locks or opening devices, Tenant shall immediately deliver copies of all keys to Landlord. Tenant shall pay all costs and charges related to loss of any keys or opening devices. Tenant may not remove locks, even if installed by Tenant.

19. **ENTRY:**

A. Tenant shall make Premises available to Landlord or Landlord's representative for the purpose of entering to make necessary or agreed repairs, decorations, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, or contractors.

B. Landlord and Tenant agree that 24-hour written notice shall be reasonable and sufficient notice, except as follows: 48-hour written notice is required to conduct an inspection of the Premises prior to the Tenant moving out, unless the Tenant waives the right to such notice. Notice may be given orally to show the Premises to actual or prospective purchasers provided Tenant has been notified in writing within 120 days preceding the oral notice that the Premises are for sale and that oral notice may be given to show the Premises. No notice is required: (i) to enter in case of an emergency; (ii) if the Tenant is present and consents at the time of entry or (iii) if the Tenant has abandoned or surrendered the Premises. No written notice is required if Landlord and Tenant orally agree to an entry for agreed services or repairs if the date and time of entry are within one week of the oral agreement.

C. ☐ (If checked) Tenant authorizes the use of a key safe/lockbox to allow entry into the Premises and agrees to sign a key safe/lockbox addendum (C.A.R. Form KLA).

20. **SIGNS:** Tenant authorizes Landlord to place FOR SALE/LEASE signs on the Premises.

21. **ASSIGNMENT; SUBLETTING:** Tenant shall not sublet all or any part of Premises, or assign or transfer this Agreement or any interest in it, without Landlord's prior written consent. Unless such consent is obtained, any assignment, transfer or subletting of Premises or this Agreement or tenancy, by voluntary act of Tenant, operation of law or otherwise, shall, at the option of Landlord,

Tenant's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Landlord's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_





Premises: \_\_\_\_\_

Date: \_\_\_\_\_

terminate this Agreement. Any proposed assignee, transferee or sublessee shall submit to Landlord an application and credit information for Landlord's approval and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one assignment, transfer or sublease, shall not be construed as consent to any subsequent assignment, transfer or sublease and does not release Tenant of Tenant's obligations under this Agreement.

22. **JOINT AND INDIVIDUAL OBLIGATIONS:** If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this Agreement, jointly with every other Tenant, and individually, whether or not in possession.
23. ☐ **LEAD-BASED PAINT (If checked):** Premises was constructed prior to 1978. In accordance with federal law, Landlord gives and Tenant acknowledges receipt of the disclosures on the attached form (C.A.R. Form FLD) and a federally approved lead pamphlet.
24. ☐ **MILITARY ORDNANCE DISCLOSURE:** (If applicable and known to Landlord) Premises is located within one mile of an area once used for military training, and may contain potentially explosive munitions.
25. ☐ **PERIODIC PEST CONTROL:** Landlord has entered into a contract for periodic pest control treatment of the Premises and shall give Tenant a copy of the notice originally given to Landlord by the pest control company.
26. ☐ **METHAMPHETAMINE CONTAMINATION:** Prior to signing this Agreement, Landlord has given Tenant a notice that a health official has issued an order prohibiting occupancy of the property because of methamphetamine contamination. A copy of the notice and order are attached.
27. **MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov). Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Landlord nor Brokers, if any, are required to check this website. If Tenant wants further information, Tenant should obtain information directly from this website.)
28. **POSSESSION:**
- A. Tenant is not in possession of the premises. If Landlord is unable to deliver possession of Premises on Commencement Date, such Date shall be extended to the date on which possession is made available to Tenant. If Landlord is unable to deliver possession within 5 (or ☐ \_\_\_\_\_ ) calendar days after agreed Commencement Date, Tenant may terminate this Agreement by giving written notice to Landlord, and shall be refunded all Rent and security deposit paid. Possession is deemed terminated when Tenant has returned all keys to the Premises to Landlord.
- B. ☐ Tenant is already in possession of the Premises.
29. **TENANT'S OBLIGATIONS UPON VACATING PREMISES:**
- A. Upon termination of this Agreement, Tenant shall: (i) give Landlord all copies of all keys or opening devices to Premises, including any common areas; (ii) vacate and surrender Premises to Landlord, empty of all persons; (iii) vacate any/all parking and/or storage space; (iv) clean and deliver Premises, as specified in paragraph C below, to Landlord in the same condition as referenced in paragraph 10; (v) remove all debris; (vi) give written notice to Landlord of Tenant's forwarding address; and (vii)
- B. All alterations/improvements made by or caused to be made by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may charge Tenant for restoration of the Premises to the condition it was in prior to any alterations/improvements.
- C. **Right to Pre-Move-Out Inspection and Repairs:** (i) After giving or receiving notice of termination of a tenancy (C.A.R. Form NTT), or before the end of a lease, Tenant has the right to request that an inspection of the Premises take place prior to termination of the lease or rental (C.A.R. Form NRI). If Tenant requests such an inspection, Tenant shall be given an opportunity to remedy identified deficiencies prior to termination, consistent with the terms of this Agreement. (ii) Any repairs or alterations made to the Premises as a result of this inspection (collectively, "Repairs") shall be made at Tenant's expense. Repairs may be performed by Tenant or through others, who have adequate insurance and licenses and are approved by Landlord. The work shall comply with applicable law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. (iii) Tenant shall: (a) obtain receipts for Repairs performed by others; (b) prepare a written statement indicating the Repairs performed by Tenant and the date of such Repairs; and (c) provide copies of receipts and statements to Landlord prior to termination. Paragraph 29C does not apply when the tenancy is terminated pursuant to California Code of Civil Procedure § 1161(2), (3) or (4).
30. **BREACH OF CONTRACT; EARLY TERMINATION:** In addition to any obligations established by paragraph 29, in the event of termination by Tenant prior to completion of the original term of the Agreement, Tenant shall also be responsible for lost Rent, rental commissions, advertising expenses and painting costs necessary to ready Premises for re-rental. Landlord may withhold any such amounts from Tenant's security deposit.
31. **TEMPORARY RELOCATION:** Subject to local law, Tenant agrees, upon demand of Landlord, to temporarily vacate Premises for a reasonable period, to allow for fumigation (or other methods) to control wood destroying pests or organisms, or other repairs to Premises. Tenant agrees to comply with all instructions and requirements necessary to prepare Premises to accommodate pest control, fumigation or other work, including bagging or storage of food and medicine, and removal of perishables and valuables. Tenant shall only be entitled to a credit of Rent equal to the per diem Rent for the period of time Tenant is required to vacate Premises.
32. **DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty that render Premises totally or partially uninhabitable, either Landlord or Tenant may terminate this Agreement by giving the other written notice. Rent shall be abated as of the date Premises become totally or partially uninhabitable. The abated amount shall be the current monthly Rent prorated on a 30-day period. If the Agreement is not terminated, Landlord shall promptly repair the damage, and Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's guests, only Landlord shall have the right of termination, and no reduction in Rent shall be made.
33. **INSURANCE:** Tenant's or guest's personal property and vehicles are not insured by Landlord, manager or, if applicable, HOA, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Tenant is

Tenant's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )  
Landlord's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_

Premises: \_\_\_\_\_ Date: \_\_\_\_\_

advised to carry Tenant's own insurance (renter's insurance) to protect Tenant from any such loss or damage. Tenant shall comply with any requirement imposed on Tenant by Landlord's insurer to avoid: (i) an increase in Landlord's insurance premium (or Tenant shall pay for the increase in premium); or (ii) loss of insurance.

34. **WATERBEDS:** Tenant shall not use or have waterbeds on the Premises unless: (i) Tenant obtains a valid waterbed insurance policy; (ii) Tenant increases the security deposit in an amount equal to one-half of one month's Rent; and (iii) the bed conforms to the floor load capacity of Premises.

35. **WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach.

36. **NOTICE:** Notices may be served at the following address, or at any other location subsequently designated:

Landlord: \_\_\_\_\_ Tenant: \_\_\_\_\_

37. **TENANT ESTOPPEL CERTIFICATE:** Tenant shall execute and return a tenant estoppel certificate delivered to Tenant by Landlord or Landlord's agent within 3 days after its receipt. Failure to comply with this requirement shall be deemed Tenant's acknowledgment that the tenant estoppel certificate is true and correct, and may be relied upon by a lender or purchaser.

38. **TENANT REPRESENTATIONS; CREDIT:** Tenant warrants that all statements in Tenant's rental application are accurate. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report periodically during the tenancy in connection with the modification or enforcement of this Agreement. Landlord may cancel this Agreement: (i) before occupancy begins; (ii) upon disapproval of the credit report(s); or (iii) at any time, upon discovering that information in Tenant's application is false. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of payment and other obligations under this Agreement.

39. **MEDIATION:**

A. Consistent with paragraphs B and C below, Landlord and Tenant agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action.

B. The following matters are excluded from mediation: (i) an unlawful detainer action; (ii) the filing or enforcement of a mechanic's lien; and (iii) any matter within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation provision.

C. Landlord and Tenant agree to mediate disputes or claims involving Listing Agent, Leasing Agent or property manager ("Broker"), provided Broker shall have agreed to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to such Broker. Any election by Broker to participate in mediation shall not result in Broker being deemed a party to this Agreement.

40. **ATTORNEY FEES:** In any action or proceeding arising out of this Agreement, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorney fees and costs, except as provided in paragraph 39A.

41. **C.A.R. FORM:** C.A.R. Form means the specific form referenced or another comparable form agreed to by the parties.

42. **OTHER TERMS AND CONDITIONS; SUPPLEMENTS:** ☐ Interpreter/Translator Agreement (C.A.R. Form ITA);

☐ Keysafe/Lockbox Addendum (C.A.R. Form KLA); ☐ Lead-Based Paint and Lead-Based Paint Hazards Disclosure (C.A.R. Form FLD)

The following ATTACHED supplements are incorporated in this Agreement: \_\_\_\_\_

43. **TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed except in writing. This Agreement is subject to California landlord-tenant law and shall incorporate all changes required by amendment or successors to such law. This Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

44. **AGENCY:**

A. **CONFIRMATION:** The following agency relationship(s) are hereby confirmed for this transaction:

Listing Agent: (Print firm name) \_\_\_\_\_

is the agent of (check one): ☐ the Landlord exclusively; or ☐ both the Landlord and Tenant.

Leasing Agent: (Print firm name) \_\_\_\_\_

(if not same as Listing Agent) is the agent of (check one): ☐ the Tenant exclusively; or ☐ the Landlord exclusively; or ☐ both the Tenant and Landlord.

B. **DISCLOSURE:** ☐ (If checked): The term of this lease exceeds one year. A disclosure regarding real estate agency relationships (C.A.R. Form AD) has been provided to Landlord and Tenant, who each acknowledge its receipt.

45. ☐ **TENANT COMPENSATION TO BROKER:** Upon execution of this Agreement, Tenant agrees to pay compensation to Broker as specified in a separate written agreement between Tenant and Broker.

Tenant's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Landlord's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



Premises: \_\_\_\_\_ Date: \_\_\_\_\_

46. ☐ **INTERPRETER/TRANSLATOR:** The terms of this Agreement have been interpreted for Tenant into the following language: \_\_\_\_\_ . Landlord and Tenant acknowledge receipt of the attached interpreter/translator agreement (C.A.R. Form ITA).
47. **FOREIGN LANGUAGE NEGOTIATION:** If this Agreement has been negotiated by Landlord and Tenant primarily in Spanish, Chinese, Tagalog, Korean or Vietnamese, pursuant to the California Civil Code Tenant shall be provided a translation of this Agreement in the language used for the negotiation.
48. **OWNER COMPENSATION TO BROKER:** Upon execution of this Agreement, Owner agrees to pay compensation to Broker as specified in a separate written agreement between Owner and Broker (C.A.R. Form LCA).
49. **RECEIPT:** If specified in paragraph 5, Landlord or Broker, acknowledges receipt of move-in funds.

Landlord and Tenant acknowledge and agree Brokers: (a) do not guarantee the condition of the Premises; (b) cannot verify representations made by others; (c) cannot provide legal or tax advice; (d) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Landlord in this Agreement, Brokers: (e) do not decide what rental rate a Tenant should pay or Landlord should accept; and (f) do not decide upon the length or other terms of tenancy. Landlord and Tenant agree that they will seek legal, tax, insurance and other desired assistance from appropriate professionals.

**Tenant agrees to rent the Premises on the above terms and conditions.**

Tenant \_\_\_\_\_ Date \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Tenant \_\_\_\_\_ Date \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

- ☐ **GUARANTEE:** In consideration of the execution of this Agreement by and between Landlord and Tenant and for valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Guarantor") does hereby: (i) guarantee unconditionally to Landlord and Landlord's agents, successors and assigns, the prompt payment of Rent or other sums that become due pursuant to this Agreement, including any and all court costs and attorney fees included in enforcing the Agreement; (ii) consent to any changes, modifications or alterations of any term in this Agreement agreed to by Landlord and Tenant; and (iii) waive any right to require Landlord and/or Landlord's agents to proceed against Tenant for any default occurring under this Agreement before seeking to enforce this Guarantee.

Guarantor (Print Name) \_\_\_\_\_  
Guarantor \_\_\_\_\_ Date \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

**Landlord agrees to rent the Premises on the above terms and conditions.**

Landlord \_\_\_\_\_ Landlord \_\_\_\_\_

Address \_\_\_\_\_  
Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

**REAL ESTATE BROKERS:**

- A. Real estate brokers who are not also Landlord under this Agreement are not parties to the Agreement between Landlord and Tenant.
- B. Agency relationships are confirmed in paragraph 44.
- C. **COOPERATING BROKER COMPENSATION:** Listing Broker agrees to pay Cooperating Broker (Leasing Firm) and Cooperating Broker agrees to accept: (i) the amount specified in the MLS, provided Cooperating Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS; or (ii) ☐ (if checked) the amount specified in a separate written agreement between Listing Broker and Cooperating Broker.

Real Estate Broker (Listing Firm) \_\_\_\_\_ DRE Lic. # \_\_\_\_\_  
By (Agent) \_\_\_\_\_ Date \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Real Estate Broker (Leasing Firm) \_\_\_\_\_ DRE Lic. # \_\_\_\_\_  
By (Agent) \_\_\_\_\_ Date \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

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Reviewed by \_\_\_\_\_ Date \_\_\_\_\_





CALIFORNIA  
ASSOCIATION  
OF REALTORS®

## LEASE/RENTAL MOLD AND VENTILATION ADDENDUM (C.A.R. Form LRM, 4/05)

The following terms and conditions are hereby incorporated in and made a part of the ☐ Residential Lease or Month-to-Month Rental Agreement, ☐ other \_\_\_\_\_,

dated \_\_\_\_\_, on property located at (Street Address) \_\_\_\_\_,

(Unit/Apartment) \_\_\_\_\_ (City) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip Code) \_\_\_\_\_ ("Premises"),

in which \_\_\_\_\_ is referred to as

"Tenant" and \_\_\_\_\_ is referred to as

"Landlord" (the term "Landlord" includes Owner and agent).

**MOLD AND VENTILATION NOTIFICATION AND AGREEMENT:** Except as may be noted at the time of Tenant's move in inspection, Tenant agrees that the Premises is being delivered free of known damp or wet building materials ("mold") or mildew contamination. (If checked, ☐ the Premises was previously treated for elevated levels of mold that were detected.) Tenant acknowledges and agrees that (i) mold can grow if the Premises is not properly maintained; (ii) moisture may accumulate inside the Premises if it is not regularly aired out, especially in coastal communities; (iii) if moisture is allowed to accumulate, it can lead to the growth of mold; and (iv) mold may grow even in a small amount of moisture. Tenant further acknowledges and agrees that Tenant has a responsibility to maintain the Premises in order to inhibit mold growth and that Tenant's agreement to do so is part of Tenant's material consideration in Landlord's agreement to rent the Premises to Tenant. Accordingly, Tenant agrees to:

1. Maintain the Premises free of dirt, debris and moisture that can harbor mold;
2. Clean any mildew or mold that appears with an appropriate cleaner designed to kill mold;
3. Clean and dry any visible moisture on windows, walls and other surfaces, including personal property as quickly as possible;
4. Use reasonable care to close all windows and other openings in the Premises to prevent water from entering the Premises;
5. Use exhaust fans, if any, in the bathroom(s) and kitchen while using those facilities and notify Landlord of any inoperative exhaust fans;
6. Immediately notify Landlord of any water intrusion, including but not limited to, roof or plumbing leaks, drips or "sweating pipes";
7. Immediately notify Landlord of overflows from bathroom, kitchen or laundry facilities;
8. Immediately notify Landlord of any significant mold growth on surfaces in the Premises;
9. Allow Landlord, with appropriate notice, to enter the Premises to make inspections regarding mold and ventilation; and
10. Release, indemnify, hold harmless and forever discharge Landlord and Landlord's employees, agents, successors and assigns from any and all claims, liabilities or causes of action of any kind that Tenant, members of Tenant's household or Tenant's guests or invitees may have at any time against Landlord or Landlord's agents resulting from the presence of mold due to Tenant's failure to comply with this Lease/Rental Mold and Ventilation Addendum.

Tenant (Signature) \_\_\_\_\_ Date \_\_\_\_\_

(Print Name) \_\_\_\_\_

Tenant (Signature) \_\_\_\_\_ Date \_\_\_\_\_

(Print Name) \_\_\_\_\_

☐ Seller/ ☐ Landlord \_\_\_\_\_ Date \_\_\_\_\_

(Print Name) \_\_\_\_\_

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Buyer's Initials (\_\_\_\_\_) (\_\_\_\_\_)

Seller's Initials (\_\_\_\_\_) (\_\_\_\_\_)

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



LRM 4/05 (PAGE 1 OF 1)

### LEASE/RENTAL MOLD AND VENTILATION ADDENDUM (LRM PAGE 1 OF 1)

Agent: kelly Aronica

Phone: (408)551-6800xt

Fax: (408)551-6620

Prepared using WINForms® software

Broker: Realty World Santa Clara Valley 3993 Stevens Creek Blvd, Santa Clara CA 95051



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**LEAD-BASED PAINT AND LEAD-BASED PAINT  
HAZARDS DISCLOSURE,  
ACKNOWLEDGMENT AND ADDENDUM  
For Pre-1978 Housing Sales, Leases, or Rentals**  
(C.A.R. Form FLD, Revised 1/03)

The following terms and conditions are hereby incorporated in and made a part of the: ☐ California Residential Purchase Agreement, ☐ Residential Lease or Month-to-Month Rental Agreement, or ☐ other: \_\_\_\_\_, dated \_\_\_\_\_, on property known as: \_\_\_\_\_ ("Property") in which \_\_\_\_\_ is referred to as Buyer or Tenant and \_\_\_\_\_ is referred to as Seller or Landlord.

**LEAD WARNING STATEMENT (SALE OR PURCHASE)** Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligent quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

**LEAD WARNING STATEMENT (LEASE OR RENTAL)** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive federally approved pamphlet on lead poisoning prevention.

**1. SELLER'S OR LANDLORD'S DISCLOSURE**

I (we) have no knowledge of lead-based paint and/or lead-based paint hazards in the housing other than the following:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I (we) have no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing other than the following, which, previously or as an attachment to this addendum have been provided to Buyer or Tenant:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I (we), previously or as an attachment to this addendum, have provided Buyer or Tenant with the pamphlet "Protect Your Family From Lead In Your Home" or an equivalent pamphlet approved for use in the State such as "The Homeowner's Guide to Environmental Hazards and Earthquake Safety."

For Sales Transactions Only: Buyer has 10 days, unless otherwise agreed in the real estate purchase contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**I (we) have reviewed the information above and certify, to the best of my (our) knowledge, that the information provided is true and correct.**

Seller or Landlord \_\_\_\_\_ Date \_\_\_\_\_

Seller or Landlord \_\_\_\_\_ Date \_\_\_\_\_

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FLD REVISED 1/03 (PAGE 1 OF 2)

Buyer's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_



**LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS DISCLOSURE (FLD PAGE 1 OF 2)**

Agent: Kelly Aronica	Phone: (408)551-6800xt	Fax: (408)551-6620	Prepared using WINForms® software
Broker: Realty World Santa Clara Valley 3993 Stevens Creek Blvd		Santa Clara	CA 95051

Property Address: \_\_\_\_\_ Date: \_\_\_\_\_

## 2. LISTING AGENT'S ACKNOWLEDGMENT

Agent has informed Seller or Landlord of Seller's or Landlord's obligations under §42 U.S.C. 4852d and is aware of Agent's responsibility to ensure compliance.

**I have reviewed the information above and certify, to the best of my knowledge, that the information provided is true and correct.**

\_\_\_\_\_  
Agent (Broker representing Seller) Please Print

By \_\_\_\_\_  
Associate-Licensee or Broker Signature

\_\_\_\_\_  
Date

## 3. BUYER'S OR TENANT'S ACKNOWLEDGMENT

I (we) have received copies of all information listed, if any, in 1 above and the pamphlet "*Protect Your Family From Lead In Your Home*" or an equivalent pamphlet approved for use in the State such as "*The Homeowner's Guide to Environmental Hazards and Earthquake Safety*." **If delivery of any of the disclosures or pamphlet referenced in paragraph 1 above occurs after Acceptance of an offer to purchase, Buyer has a right to cancel pursuant to the purchase contract. If you wish to cancel, you must act within the prescribed period.**

For Sales Transactions Only: Buyer acknowledges the right for 10 days, unless otherwise agreed in the real estate purchase contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; OR, (if checked) ☐ Buyer waives the right to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**I (we) have reviewed the information above and certify, to the best of my (our) knowledge, that the information provided is true and correct.**

\_\_\_\_\_  
Buyer or Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer or Tenant

\_\_\_\_\_  
Date

## 4. COOPERATING AGENT'S ACKNOWLEDGMENT

Agent has informed Seller or Landlord, through the Listing Agent if the property is listed, of Seller's or Landlord's obligations under §42 U.S.C. 4852d and is aware of Agent's responsibility to ensure compliance.

**I have reviewed the information above and certify, to the best of my knowledge, that the information provided is true and correct.**

\_\_\_\_\_  
Agent (Broker obtaining the Offer)

By \_\_\_\_\_  
Associate-Licensee or Broker Signature

\_\_\_\_\_  
Date

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**WATER HEATER AND SMOKE DETECTOR  
STATEMENT OF COMPLIANCE**  
(C.A.R. Form WHSD, Revised 11/07)

Property Address: \_\_\_\_\_

NOTE: A seller who is not required to provide one of the following statements of compliance is not necessarily exempt from the obligation to provide the other statement of compliance.

**WATER HEATER STATEMENT OF COMPLIANCE**

- STATE LAW:** California Law requires that all new and replacement water heaters and existing residential water heaters be braced, anchored or strapped to resist falling or horizontal displacement due to earthquake motion. "Water heater" means any standard water heater with a capacity of no more than 120 gallons for which a pre-engineered strapping kit is readily available. (Health and Safety Code §19211d). Although not specifically stated, the statute requiring a statement of compliance does not appear to apply to a properly installed and bolted tankless water heater for the following reasons: There is no tank that can overturn; Pre-engineered strapping kits for such devices are not readily available; and Bolting already exists that would help avoid displacement or breakage in the event of an earthquake.
- LOCAL REQUIREMENTS:** Some local ordinances impose more stringent water heater bracing, anchoring or strapping requirements than does California Law. Therefore, it is important to check with local city or county building and safety departments regarding the applicable water heater bracing, anchoring or strapping requirements for your property.
- TRANSFEROR'S WRITTEN STATEMENT:** California Health and Safety Code §19211 requires the seller of any real property containing a water heater to certify, in writing, that the seller is in compliance with California State Law.
- CERTIFICATION:** Seller represents that the Property, as of the Close Of Escrow, will be in compliance with Health and Safety Code §19211 by having the water heater(s) braced, anchored or strapped in place, in accordance with those requirements.

Seller \_\_\_\_\_ Date \_\_\_\_\_  
(Signature) (Print Name)

Seller \_\_\_\_\_ Date \_\_\_\_\_  
(Signature) (Print Name)

The undersigned hereby acknowledges receipt of a copy of this document.

Buyer \_\_\_\_\_ Date \_\_\_\_\_  
(Signature) (Print Name)

Buyer \_\_\_\_\_ Date \_\_\_\_\_  
(Signature) (Print Name)

**SMOKE DETECTOR STATEMENT OF COMPLIANCE**

- STATE LAW:** California Law requires that every single-family dwelling and factory built housing unit sold on or after January 1, 1986, must have an operable smoke detector, approved and listed by the State Fire Marshal, installed in accordance with the State Fire Marshal's regulations. (Health and Safety Code §13113.8).
- LOCAL REQUIREMENTS:** Some local ordinances impose more stringent smoke detector requirements than does California Law. Therefore, it is important to check with local city or county building and safety departments regarding the applicable smoke detector requirements for your property.
- TRANSFEROR'S WRITTEN STATEMENT:** California Health and Safety Code §13113.8(b) requires every transferor of any real property containing a single-family dwelling, whether the transfer is made by sale, exchange, or real property sales contract (installment sales contract), to deliver to the transferee a written statement indicating that the transferor is in compliance with California State Law concerning smoke detectors.
- EXCEPTIONS:** Generally, a written statement of smoke detector compliance is not required for transactions for which the Seller is exempt from providing a transfer disclosure statement.
- CERTIFICATION:** Seller represents that the Property, as of the Close Of Escrow, will be in compliance with Health and Safety Code §13113.8 by having operable smoke detector(s) approved and listed by the State Fire Marshal installed in accordance with the State Fire Marshal's regulations and in accordance with applicable local ordinance(s).

Seller \_\_\_\_\_ Date \_\_\_\_\_  
(Signature) (Print Name)

Seller \_\_\_\_\_ Date \_\_\_\_\_  
(Signature) (Print Name)

The undersigned hereby acknowledge(s) receipt of a copy of this document.

Buyer \_\_\_\_\_ Date \_\_\_\_\_  
(Signature) (Print Name)

Buyer \_\_\_\_\_ Date \_\_\_\_\_  
(Signature) (Print Name)

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WHSD REVISED 11/07 (PAGE 1 OF 1)

**WATER HEATER AND SMOKE DETECTOR STATEMENT OF COMPLIANCE (WHSD PAGE 1 OF 1)**

Agent: Kelly Aronica Phone: (408)551-6800xt Fax: (408)551-6620 Prepared using WINForms® software  
Broker: Realty World Santa Clara Valley 3993 Stevens Creek Blvd, Santa Clara CA 95051



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## MEGAN'S LAW DATA BASE DISCLOSURE

Regarding Registered Sex Offenders  
(C.A.R. Form DBD, Revised 11/08)

The following terms and conditions are hereby incorporated in and made a part of the: ☐ Residential Purchase Agreement, Agreement, ☐ Residential Lease or Month-to-Month Rental Agreement, ☐ other \_\_\_\_\_

\_\_\_\_\_ dated \_\_\_\_\_, on property  
property known as: \_\_\_\_\_

in which \_\_\_\_\_ is referred to as Buyer/Tenant  
and \_\_\_\_\_ is referred to as Seller/Landlord.

Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov). Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.

(Neither Seller nor Brokers are required to check this website. If Buyer wants further information, Broker recommends that Buyer obtain information from this website during Buyer's inspection contingency period. Brokers do not have expertise in this area.)

Buyer/Tenant \_\_\_\_\_ Date \_\_\_\_\_

Buyer/Tenant \_\_\_\_\_ Date \_\_\_\_\_

Seller/Landlord \_\_\_\_\_ Date \_\_\_\_\_

Seller/Landlord \_\_\_\_\_ Date \_\_\_\_\_

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DBD REVISED 11/08 (PAGE 1 OF 1)

MEGAN'S LAW DATA BASE DISCLOSURE (DBD PAGE 1 OF 1)

Agent: kelly Aronica	Phone: (408)551-6800xt	Fax: (408)551-6620	Prepared using WINForms® software
Broker: Realty World Santa Clara Valley	3993 Stevens Creek Blvd	, Santa Clara CA 95051	





**(C.A.R. Form MIMO, Revised 11/07)**

**When completing this form, check the Premises carefully and be specific in all items noted. Check the appropriate box:**

**N - NEW      S - SATISFACTORY/CLEAN      O - OTHER      D - DEPOSIT DEDUCTION**

Tenant's Initials ( ) ( )  
Landlord's Initials ( ) ( )

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**MIMO REVISED 11/07 (PAGE 1 OF 5)**



EQUAL HOUSING  
OPPORTUNITY

Agent: kelly Aronica Phone: (408)551-6800xt Fax: (408)551-6620 Prepared using WINForms® software  
 Broker: Realty World Santa Clara Valley 3993 Stevens Creek Blvd , Santa Clara CA 95051

Property Address: \_\_\_\_\_ Date: \_\_\_\_\_

	MOVE IN				MOVE OUT				
	N	S	O	Comments		S	O	D	Comments
<b>Other Room</b>									
Doors/Knobs/Locks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Flooring/Baseboards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Walls/Ceilings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Window Coverings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Windows/Locks/Screens	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Light Fixtures/Fans	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Switches/Outlets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

<b>Bedroom #</b>									
Doors/Knobs/Locks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Flooring/Baseboards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Walls/Ceilings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Window Coverings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Windows/Locks/Screens	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Light Fixtures/Fans	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Switches/Outlets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Closets/Doors/Tracks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

<b>Bedroom #</b>									
Doors/Knobs/Locks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Flooring/Baseboards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Walls/Ceilings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Window Coverings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Windows/Locks/Screens	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Light Fixtures/Fans	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Switches/Outlets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Closets/Doors/Tracks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

<b>Bedroom #</b>									
Doors/Knobs/Locks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Flooring/Baseboards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Walls/Ceilings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Window Coverings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Windows/Locks/Screens	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Light Fixtures/Fans	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Switches/Outlets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Closets/Doors/Tracks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

<b>Bedroom #</b>									
Doors/Knobs/Locks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Flooring/Baseboards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Walls/Ceilings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Window Coverings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Windows/Locks/Screens	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Light Fixtures/Fans	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Switches/Outlets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Closets/Doors/Tracks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Tenant's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )  
 Landlord's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Tenant's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )  
 Landlord's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )



Property Address: \_\_\_\_\_ Date: \_\_\_\_\_

	MOVE IN			Comments	MOVE OUT			Comments
	N	S	O		S	O	D	
Bath # _____								
Doors/Knobs/Locks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Flooring/Baseboards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Walls/Ceilings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Window Coverings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Windows/Locks/Screens	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Light Fixtures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Switches/Outlets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Toilet	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Tub/Shower	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Shower Door/Rail/Curtain	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Sink/Faucets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Plumbing/Drains	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Exhaust Fan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Towel Rack(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Toilet Paper Holder	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Cabinets/Counters	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Bath # _____								
Doors/Knobs/Locks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Flooring/Baseboards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Walls/Ceilings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Window Coverings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Windows/Locks/Screens	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Light Fixtures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Switches/Outlets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Toilet	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Tub/Shower	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Shower Door/Rail/Curtain	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Sink/Faucets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Plumbing/Drains	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Exhaust Fan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Towel Rack(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Toilet Paper Holder	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Cabinets/Counters	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Bath # _____								
Doors/Knobs/Locks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Flooring/Baseboards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Walls/Ceilings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Window Coverings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Windows/Locks/Screens	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Light Fixtures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Switches/Outlets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Toilet	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Tub/Shower	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Shower Door/Rail/Curtain	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Sink/Faucets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Plumbing/Drains	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Exhaust Fan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Towel Rack(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Toilet Paper Holder	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Cabinets/Counters	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Tenant's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )  
 Landlord's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Tenant's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )  
 Landlord's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Property Address: \_\_\_\_\_ Date: \_\_\_\_\_

	MOVE IN				MOVE OUT				
	N	S	O	Comments		S	O	D	Comments
<b>Kitchen</b>									
Flooring/Baseboards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Walls/Ceilings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Window Coverings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Windows/Locks/Screens	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Light Fixtures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Switches/Outlets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Range/Fan/Hood	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Oven(s)/Microwave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Refrigerator	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Dishwasher	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Sink/Disposal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Faucet(s)/Plumbing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Cabinets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Counters	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Hall/Stairs</b>									
Flooring/Baseboards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Walls/Ceilings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Light Fixtures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Switches/Outlets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Closets/Cabinets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Railings/Banisters	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Laundry</b>									
Faucets/Valves	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Plumbing/Drains	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Cabinets/Counters	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Systems</b>									
Furnace/Thermostat	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Air Conditioning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Water Heater	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Water Softener	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Other</b>									

Tenant's Initials (        ) (        )  
 Landlord's Initials (        ) (        )

Tenant's Initials (        ) (        )  
 Landlord's Initials (        ) (        )



Property Address: \_\_\_\_\_ Date: \_\_\_\_\_

	MOVE IN				MOVE OUT				
	N	S	O	Comments		S	O	D	Comments
<b>Garage/Parking</b>									
Garage Door	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Other Door(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Driveway/Floor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Cabinets/Counters	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Light Fixtures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Switches/Outlets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Electrical/Exposed Wiring	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Window(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Other Storage/Shelving	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

<b>Back/Side/Yard</b>									
Patio/Deck/Balcony	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Patio Cover(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Landscaping	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Sprinklers/Timers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Pool/Heater/Equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Spa/Cover/Equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Fences/Gates	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

<b>Safety/Security</b>									
Smoke/CO Detector(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Security System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Security Window Bars	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

**Personal Property**

\_\_\_\_\_

\_\_\_\_\_

**Keys/Remotes/Devices**

Keys \_\_\_\_\_

Remotes/Devices \_\_\_\_\_

☐ Attached Supplement(s) \_\_\_\_\_

**THIS SECTION TO BE COMPLETED AT MOVE IN:** Receipt of a copy of this form is acknowledged by:

Tenant \_\_\_\_\_ Date \_\_\_\_\_

Tenant \_\_\_\_\_ Date \_\_\_\_\_

New Phone Service Established? ☐ Yes ☐ No New Phone Number \_\_\_\_\_

Landlord (Owner or Agent) \_\_\_\_\_ Date \_\_\_\_\_

Landlord \_\_\_\_\_

(Print Name)

**THIS SECTION TO BE COMPLETED AT MOVE OUT:** Receipt of a copy of this form is acknowledged by:

Tenant \_\_\_\_\_ Date \_\_\_\_\_

Tenant \_\_\_\_\_ Date \_\_\_\_\_

Tenant Forwarding Address \_\_\_\_\_

Landlord (Owner or Agent) \_\_\_\_\_ Date \_\_\_\_\_

Landlord \_\_\_\_\_

(Print Name)

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISED ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

This form is available for use by the entire real estate industry. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

## SANTEE TENANT RULES OF CONDUCT

1. Pursuant to the Permanent Injunction, tenants are required to conform to the following standards at the subject property:
  - A. Comply with all of the terms and conditions of the written rental agreement;
  - B. Limit the persons who are residing at the residential units to the persons who are identified and approved for tenancy, and conform with all applicable State and local occupancy standards;
  - C. Comply with all applicable parking provisions and refrain from storing inoperable vehicles;
  - D. Properly dispose of garbage, in designated trash receptacles;
  - E. Separate and deposit recyclable materials in designated recycling receptacles;
  - F. Refrain from littering;
  - G. Use appliances and fixtures in the residential units in a safe and proper manner;
  - H. Refrain from storing any personal belongings in an unsafe manner on any of the exterior portions of the residential premises;
  - I. Refrain from creating unreasonably loud noise;
  - J. Refrain from drinking alcoholic beverages in the common areas, including the carports and driveways; and on the adjacent sidewalk area;
  - K. Ensure that the tenant's visitors conduct themselves in conformity with the tenant "Rules Of Conduct."
2. The information contained in the tenant "Rules Of Conduct" are hereby provided in Spanish, Vietnamese and Cambodian.

# **EXHIBIT D**

### Parking Rules and Regulations

Resident Name: \_\_\_\_\_

Street address: \_\_\_\_\_

Circle Unit :     1         2         3         4

City: San José                      State: CA                      Zip Code: 95122

Parking Permit No. \_\_\_\_\_

Vehicle Make: \_\_\_\_\_ Model: \_\_\_\_\_

Color: \_\_\_\_\_ License Plate # \_\_\_\_\_

#### Resident Understands and Agrees to the Parking Rules as Follows:

1. These parking rules replace all preceding parking rules.
2. The resident acknowledges that the subject property is posted at all entrances, "Restricted Parking 24 Hours a Day".
3. Resident acknowledges that they are responsible for compliance with these rules on behalf of their guests, invites, employees, contractors or agents.
4. Resident acknowledges that enforcement of these rules is by towing and storage.
  - a. Vehicles improperly or unsafely parked on the property (with or without a valid permit) will be towed immediately without a prior warning notice.
  - b. Parking is allowed only in the designated locations. The tow company is authorized to remove vehicles from marked fire lanes and any other location on the property other than the "authorized" designated location.
  - c. Vehicle owner(s) are responsible for the cost of towing, storage, and lien sale fees.
  - d. Stored or inoperable vehicles will be towed without notice. The definition of stored or inoperable is any vehicle parked on the property in excess of 72 hours. Vehicles with expired license plates are deemed stored.
  - e. Vehicle (including motorcycles) repairs may not be performed on the premises. This includes, and is not limited to: changing oil, antifreeze, tune-ups. Flat tires must be repaired within 24 hours. No warnings are required prior to towing.
  - f. Vehicle may not be parked on the property displaying an expired, forged, invalid or void permit.
  - g. No trailer, boat, commercial vehicle, or vehicles other than passenger cars, SUV's, small pickup trucks and motorcycles may be parked in the parking areas without the written consent of management.
  - h. Since motorcycles will not be issued permits, they must be registered with management and approved in writing.
5. Parking Permits are only to be issued by management, for authorized vehicles, and are not transferable by resident:
  - a. Vehicles without valid visible parking permits from outside the vehicle will be towed immediately, without notice.
  - b. The "Hang-Tag" permits issued by management are to be placed on the rear vision mirror with the number facing outward and visible from the exterior of the vehicle at all times while parked on the property.



- c. One parking permit per dwelling unit will be issued to tenants free of charge. Resident is responsible to return all parking permits in good condition upon vacating.
- d. If your permit was lost or stolen and your vehicle is towed, you will be required to pay the towing company the cost for release. It is the vehicle owner's responsibility to report both- lost or stolen permits to management in order to obtain a replacement. Replacement parking permits are available at a cost of \$25 per permit. Resident agrees that if two vehicles are found with the same permit number in the designated parking locations at the same time, both vehicles will be towed.

6. Additional Requirements:

- a. Repeated violations of the parking rules may result in the Residents being prohibited from parking vehicles on the property and the invalidation of parking permit(s) previously issued.
- b. Resident is responsible for hazardous materials spillage or dripping, including fines by any local, state, or federal agency, and will hold the subject property owner and property manager harmless for such fines against the property caused by their vehicles, or their guests.
- c. Resident is responsible for damage to the subject property caused by their vehicles, or their visitor's vehicles.
- d. For the safety of any vehicle or personal property, management may tow any vehicle at the vehicle owner's expense.
- e. Vehicles may be towed pursuant to prior 24 hour warning notice on the vehicle or other common area by management for construction or maintenance affecting structures, carport(s), and parking or driveway areas. In case of emergency, no prior warning may be issued.
- f. Theft alarms, radios, boom box, base speakers, or other noises must be kept to a level not disturbing other residents. Vehicles will be subject to towing if unattended with these disturbances.
- g. The parking areas are for operable vehicles only, not for storage of personal property.
- h. Resident is responsible for dirt, oil, and grease caused by their vehicle and may be charged the actual cost of clean up.
- i. Vehicle operators are responsible for children in areas traveled by vehicles at all times whether playing, riding bicycles or on roller skates.

I HAVE READ AND UNDERSTAND THE ABOVE PARKING REGULATIONS AND AGREE TO THE TERMS SET FORTH:

Resident	Date
Resident	Date
Management	Date

# **EXHIBIT E**

## SANTEE TENANT INFORMATION

### 1. **Parking and Towing:**

- A. When a tenant rents an apartment in Santee, they are assigned one (1) parking space at their building;
- B. A hang-tag is issued to the tenant with the corresponding number of the tenant's assigned parking space.
- C. For the tenant's convenience, more than one hang-tag may be issued for the tenant's assigned parking space but there is only one space assigned to each apartment.
- D. The hang-tag must be hung on the rear view mirror of any car that is parked in the tenant's assigned parking space.
- E. Any car that is parked in the tenant's parking space without a hang-tag with the corresponding number of the parking space will be towed at the vehicle owner's expense.
- F. Cars parked in fire lanes will be towed at the vehicle owner's expense.
- G. At the time you sign a rental agreement, request your hang-tag. However, if you currently do not have a hang-tag for your assigned parking space, please inform the person who collects your rent and they should provide you with a hang-tag.

The Permanent Injunction is a Court Order which requires that parking and towing rules are enforced; that a contract is maintained with a properly permitted towing company, and that abandoned vehicles are removed within twenty-four hours.)

### 2. **Barbeques/Parties:**

- A. Charcoal burners and other open-flame cooking devices cannot be operated on balconies or within ten (10) feet of the building. (Special Advisory by the San Jose Fire Department)
- B. Liquid propane (LP) gas burners with an LP-gas container are not permitted at any Santee fourplex. (Special Advisory by the San Jose Fire Department)
- C. Tenants and/or their guests shall not create unreasonably, loud noise. (Permanent Injunction, Tenant Rules of Conduct – Copy attached hereto). "No person shall disturb the peace, quiet and comfort of any neighborhood by creating therein any disturbing or unreasonably loud noise." (San Jose Municipal Code §10.16.010)

### 3. **Alcohol Use** - Tenants may not drink alcoholic beverages in the common areas of the fourplex which includes all areas outside the tenant's apartment. (Permanent Injunction, Tenant Rules of Conduct)

### 4. **Admiral Security Services, Inc.** – The Permanent Injunction requires court-approved, professional security services in the Santee Neighborhood.

# **EXHIBIT F**



## RENTAL RIGHTS AND REFERRALS

TENANTS AND LANDLORDS HAVE RIGHTS AND RESPONSIBILITIES

THE CITY OF SAN JOSE is committed to protecting the rights of tenants and landlords, and providing education and information to improve their relationships. In the case of a rental dispute between a landlord and tenant, knowing the law, having access to resources, and exploring options can minimize conflict.

1

### KNOW THE LAW REGARDING RENT INCREASES

The City of San José Housing Code includes a rental dispute mediation and arbitration ordinance that does not allow:

- a rent increase of more than 8% one time per year, OR
- more than 21% when the last rent increase was more than 24 months ago

Exceptions are possible if tenants do not object to such increases and in cases where landlords have made certain improvements or upgrades that can be documented via bills and receipts.

The Rental Dispute Mediation and Arbitration Ordinance applies to:

- a triplex, four-plex, or larger complex built before September 7, 1979

Rent control does not apply to:

- condominiums, duplexes, townhomes or single-family residential units
- units with rent that is fully or partially paid for by a federal subsidy
- units built after September 7, 1979.

2

### TENANTS RIGHTS

If a tenant lives in a unit covered by the Rental Dispute Mediation and Arbitration Ordinance and feels that the rent has been unfairly increased or rights have otherwise been violated, tenants can file a petition to challenge the rent increase with the Rental Rights and Referrals Program. Tenants have at least 10 days (with some exceptions) after receiving written notice of a rent increase to file the petition. For more information call 408.975.4480. See Section 17.23.250 of the Apartment Rent Ordinance.

Additional reasons to file a petition:

- a reduction in services in the last twelve months without a corresponding reduction in rent (this is considered a type of rent increase)
- health and safety violations, as documented by the City of San José Code Enforcement
- following a "No Cause" eviction, initial rent to the new tenant may not be raised more than the amount allowed under the Rental Dispute Mediation and Arbitration Ordinance

3

### A FAIR AND EFFECTIVE REMEDY . . . MEDIATION

*Mediation is one of the best alternatives for resolving differences in a fair and equitable way. The City of San José provides mediation services to assist tenants and landlords with the negotiation process.*

For more information call 408.975.4480 or visit our website at [www.sjhousing.org](http://www.sjhousing.org)

*Building Relationships in Rental Communities*

## RENTAL RIGHTS AND REFERRALS

### NON-RENT CONTROLLED BUILDINGS - "NO CAUSE" NOTICE REQUIREMENTS

THE CITY OF SAN JOSE is committed to protecting the rights of tenants and landlords, and providing education and information to improve their relationships. In the case of a rental dispute between a landlord and tenant, knowing the law, having access to resources, and exploring options can minimize conflict.

#### 1 KNOW THE LAW REGARDING "NO CAUSE" EVICTIONS FOR NON-RENT CONTROLLED UNITS

The law regarding evictions for non-rent controlled units is largely set forth in State statutes. Effective July 1, 2003, the City of San José implemented an additional requirement for landlords of non-rent controlled buildings with three or more units in the City of San José. This new requirement is in the San José Municipal Code, Part 7 of Section 17.23, known as the **Rental Dispute Mediation and Arbitration Ordinance**.

As of July 1, 2003, landlords are required to extend an offer to attend non-binding mediation, if they serve tenants, residing in a unit for one year or longer, a "No Cause" Notice to vacate.

If the tenant accepts the landlord's offer to mediate:

- It shall be mandatory for both the landlord and the tenant to participate.
- Both parties will be required to listen to the opening statement of the mediator and to the concerns expressed by the other party.
- Both parties will be given an opportunity to express their own concerns.
- Neither party will be required to negotiate or come to any agreement.
- If the parties choose to participate, the mediator will assist the parties in coming to an agreement.
- The parties will be free to walk away from the mediation at any point they choose after the other party's opening statement.
- If the parties do come to a resolution of their dispute, they may choose to create a valid agreement that will be legally binding for both parties.

#### 2 COVERAGE OF RENTAL UNITS

- This new requirement applies to triplex, four-plex or larger complexes built after September 7, 1979.
- Triplex, four-plex or larger complexes built before September 7, 1979 are generally subject to the full terms of the Rental Dispute Mediation and Arbitration Ordinance.
- Condominiums, duplexes, townhomes, and single-family residential units are exempt from this mediation requirement.
- Certain units that are on the market (the owner is attempting to sell the property) are also exempt from the requirement to mediate.

For more information call 408.975.4480 or visit our website at [www.sjhousing.org](http://www.sjhousing.org)

\*Information regarding State rental laws can be obtained at <http://www.dca.ca.gov/legal/landlordbook/> or by calling 800.952.5210.

*Building Relationships in Rental Communities*

## RENTAL RIGHTS AND REFERRALS

### UNITS COVERED UNDER RENT CONTROL - "NO CAUSE" NOTICE REQUIREMENTS

THE CITY OF SAN JOSE is committed to protecting the rights of tenants and landlords, and providing education and information to improve their relationships. In the case of a rental dispute between a landlord and tenant, knowing the law, having access to resources, and exploring options can minimize conflict.

#### KNOW THE LAW REGARDING "NO CAUSE" NOTICES FOR RENT CONTROLLED UNITS

As of January 1, 2003, landlords of rent-controlled units in the City of San José may serve tenants one of the following notices to vacate.

- A. For tenants in residence for one year or more a landlord may:
- Issue a 90-day "No Cause" notice in a slow rental market, or 120-day "No Cause" notice in a tight rental market. The City of San José Housing Director will publish a market condition report on May 1st and November 1st of each year.  
\* *A tight rental market exists when the citywide vacancy rate is less than 3%.*
  - Issue a 60-day "No Cause" notice along with an offer allowing the tenant to choose to have the final date of the lease eviction determined by an arbitrator.
  - Serve the tenant a "3-day" notice to correct a violation of the lease or vacate the premises in accordance with State law. The ordinance does not prevent a landlord from evicting a tenant if the tenant is in violation of the terms of the lease.
- B. Tenants who have lived in the units for less than one-year may be served a 30-day "No Cause" notice, consistent with State law.
- C. Certain homes that are on the market (the owner is attempting to sell the property) are exempt from the rent control ordinance requirements to serve 90 and 120 day notices. State law covers termination of tenancies in such units. \*\*

#### THE PROCESS FOR ACCEPTING AN ARBITRATION OFFER

- A. When a tenant accepts the offer to arbitrate, the tenant must submit a written acceptance of the arbitration offer to the City within five business days after receiving the 60-day notice to vacate.
- Deliver or send the written acceptance to:  
City of San José - Housing  
Rental Rights and Referrals  
200 East Santa Clara Street  
San José, CA 95113
  - Both the landlord and tenant must participate in the arbitration.
  - Tenant acceptance of the arbitration process voids the 60-day notice.
  - The arbitration process will determine the actual termination of the tenancy which may be between 60 and 120 days from the original notification date.
- B. The tenant may decline to use the City of San José arbitration process. In this case, the 60-day notice stands and the tenant will be required to vacate within the 60-day period.

For more information call 408.975.4480 or visit our website at [www.sjhousing.org](http://www.sjhousing.org)

\*Rental market conditions will be published as a legal notice in the San José Mercury News and is also available at [www.sjhousing.org](http://www.sjhousing.org)  
\*\*Information regarding State rental laws can be obtained at <http://www.dca.ca.gov/legal/landlordbook/> or by calling 800.952.5210.

## REFERRALS AND RESOURCES

### Health and safety concerns, contact:

Code Enforcement, City of San José  
170 West San Carlos Street  
San José, CA 95113  
408.277.4528  
[www.sanjoseca.gov/codeenforcement](http://www.sanjoseca.gov/codeenforcement)

### Miscellaneous rental questions concerning leases, security deposits, evictions, 3-day or "No Cause" notices, unfair housing practices, contact:

Bay Area Legal Aid (San José)  
2 West Santa Clara Street  
San José, CA 95112  
408.283.3700  
[www.baylegal.org](http://www.baylegal.org)

Asian Law Alliance  
184 Jackson Street  
San José, CA 95113  
408.287.9710  
[www.asianlawalliance.org](http://www.asianlawalliance.org)

Legal Aid Society, Housing Project  
480 North First Street  
San José, CA 95113  
408.283.1540  
[www.legalaidsociety.org](http://www.legalaidsociety.org)

### Mediation services or negotiating assistance contact:

Rental Rights & Referrals Program  
200 East Santa Clara Street  
San José, CA 95113  
408.975.4480  
[www.sjhousing.org](http://www.sjhousing.org)

Project Sentinel  
1055 Sunnyvale-Saratoga Road #3  
Sunnyvale, CA 94087  
(888) 331-3332  
[www.housing.org](http://www.housing.org)

Fair Housing Law Project of the Law  
Foundation of Silicon Valley  
111 West St. John Street, Suite 315  
San José, CA 95113  
408.293.4790  
[www.lawfoundation.org](http://www.lawfoundation.org)

Tri-County Apartment Association  
20863 Stevens Creek Boulevard #250  
Cupertino, CA 95014  
408.873.1599  
[www.tcaa.org](http://www.tcaa.org)

Small Claims Court  
14205 Capri Drive  
Los Gatos, CA 95032  
408.370.4440  
[www.scservice.org](http://www.scservice.org)

Senior Adults Legal Assistance (SALA)  
Central County Office  
160 East Virginia Street, Suite 260  
San José, CA 95112  
408.295.8770  
[www.sala.org](http://www.sala.org)

Housing Authority  
505 West Julian Street  
San José, CA 95110  
408.275.8770  
[www.hacsc.org](http://www.hacsc.org)

Santa Clara County Bar Association  
Lawyer Referral Service  
4 North Second Street, Suite 400  
San José, CA 95113  
408.287.2557  
[www.sccbba.org](http://www.sccbba.org)

### Other assistance contact:

Housing Service Partnership  
2112 South Monterey Road  
San José, CA 95112  
408.271.0238